

**APPROVE ESTABLISHMENT OF EXCEL ACADEMY OF ENGLEWOOD AND ENTERING INTO A SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT AND LEASE AGREEMENT FOR THE**

**GUGGENHEIM SCHOOL BUILDING WITH CAMELOT ALT ED-ILLINOIS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:**

Approve the establishment of Excel Academy of Englewood at 7141 South Morgan Street, approve entering into a School Management and Performance Agreement for the operation of Excel Academy of Englewood, and approve entering into a Lease Agreement for the Guggenheim School Building with

Camelot Alt Ed-Illinois, LLC, an Illinois limited liability company. A written School Management and Performance Agreement and Lease Agreement are currently being negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement and Lease Agreement are not executed by the Board and the school operator within 120 days

Enrollment: Excel Academy of Englewood will be a citywide school that will enroll students in grades 9-12 who are having challenges in the normal school setting or who may have dropped out of school or are at-risk of dropping out. Students will be admitted on an ongoing basis provided that seats are available. If there are more applicants than seats available, applicants will be placed on a waiting list and a random

student admissions lottery will be conducted on a quarterly basis. Excel Academy of Englewood will accept enrollment for up to 375 students who will be recruited by the school for placement with the assent of the Alternative Network and/or its designee.

Curriculum: Excel Academy of Englewood will provide an alternative education program focused on youth who are at risk or have dropped out of a traditional school. The program shall be designed to prepare

**II. LEASE AGREEMENT**

**TENANT:** Camelot Alt Ed-Illinois, LLC  
4207 Highway 290 East  
Dripping Springs, TX 78620  
Contact: Joseph Carter  
Contact Phone: (512) 858-9900

**LANDLORD:** Board of Education of the City of Chicago

**PREMISES:** Tenant shall have sole possession and use of the building and land at the Guggenheim School located at 7141 S. Morgan Street (the "Premises").

~~NOT TO BE USED FOR ANY OTHER PURPOSES, INCLUDING BUT NOT LIMITED TO, COMMUNITY PROGRAMS AND FOR NO OTHER PURPOSE.~~

community programs and for no other purpose.

**TERM:** The term of the lease agreement shall commence July 1, 2013 and shall end June 30, 2018. If Tenant's School Management and Performance Agreement is terminated, the lease agreement shall also terminate.

**RENT:** One dollar (\$1.00) per year.

**TENANT IMPROVEMENTS:** Tenant shall be responsible, at its sole cost and expense, for all capital improvements to the Premises. Landlord shall approve the scope of any and all capital improvements.

**III. TERMS APPLICABLE TO BOTH AGREEMENTS**

**LSC REVIEW:** Approval of Local School Council is not applicable to this report.

**AFFIRMATIVE ACTION:** Not applicable.

**GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/2-12.1, the Inspector General of the Board of Education has the authority to conduct certain

investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the

Approved for Consideration:



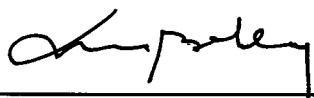
Jennifer D. Vidis  
Chief of Schools, Alternative Network

Approved:



Barbara Byrd-Bennett  
Chief Executive Officer

Approved as to Legal Form 



James L. Bebley  
General Counsel